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Attorneys for 35<sup>th</sup> District Agricultural  
Association

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re:  
PG&E CORPORATION  
- and -  
PACIFIC GAS AND ELECTRIC  
COMPANY,

Debtors.

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Affects PG&E Corporation                    |
| <input type="checkbox"/>            | Affects Pacific Gas and<br>Electric Company |
| <input checked="" type="checkbox"/> | Affects both Debtors                        |

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

Date: N/A  
Time:  
Ctm: 17  
Judge: Dennis Montali

**35<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION OBJECTION TO TRANSFER OF  
CLAIM OTHER THAN FOR SECURITY [DKT NO. 1671]**

The 35<sup>th</sup> District Agricultural Association, an institution of the State of California (“35<sup>th</sup>  
DAA”) hereby files this objection to the Transfer of Claim Other Than for Security filed by

1 Vendor Recovery Fund IV, LLC (“VRF”) filed at Docket No. 1671 (“Transfer of Claim”)  
2 pursuant to Federal Rule of Bankruptcy Procedure 3001(e), and asserts the following:

3 1. In or about April 2019, VRF solicited the 35<sup>th</sup> DAA for the purchase of any claims  
4 the 35<sup>th</sup> DAA may have against the Debtors.

5 2. On or about April 19, 2019, an employee of the 35<sup>th</sup> DAA executed an Assignment  
6 of Claim purportedly assigning a claim for \$850 to VRF. A copy of the Assignment of Claim is  
7 attached to the Transfer of Claim. A copy of the Transfer of Claim is attached hereto.

8 3. The Assignment of Claim is void, because the employee at 35<sup>th</sup> DAA that signed  
9 the Assignment of Claim did not have the authority to enter into the agreement. Any valid  
10 assignment of a claim must be signed by the Chief Executive Officer of the 35<sup>th</sup> DAA. In  
11 addition, as an entity of the State of California, California Food and Agriculture Code section  
12 4051 requires that any agreement by the 35<sup>th</sup> DAA must be approved by the 35<sup>th</sup> DAA’s Board of  
13 Directors and the California Department of General Services. These approvals were not obtained  
14 when the assignment was executed, rendering the assignment not legally binding.

15 4. The 35<sup>th</sup> DAA sent a letter to VRF on or about May 10, 2019, informing it that the  
16 assignment was void, demanding that the Transfer of Claim be withdrawn, and indicating that the  
17 35<sup>th</sup> DAA would return the consideration for the purchase of the claim. No response was  
18 received from VRF, necessitating this filing.

19 5. The 35<sup>th</sup> DAA reserves all rights and remedies, including the right to request a  
20 hearing on this objection.

21 6. Neither this objection nor any subsequent appearance, pleading, proof of claim,  
22 claim or suit is intended or shall be deemed or construed as:

23 a. consent by the 35<sup>th</sup> DAA to the jurisdiction of this Court or any other court  
24 with respect to proceedings, if any, commenced in any case against or otherwise involving the  
25 35<sup>th</sup> DAA;

26 b. waiver of any right of the 35<sup>th</sup> DAA to (i) have an Article III judge  
27 adjudicate in the first instance any case, proceeding, matter or controversy as to which a  
28 Bankruptcy Judge may not enter a final order or judgment consistent with Article III of the

1 United States Constitution, (ii) have final orders in non-core matters entered only after de novo  
2 review by a District Court Judge, (iii) trial by jury in any proceeding so triable in the Chapter 11  
3 Cases or in any case, controversy, or proceeding related to the Chapter 11 Cases, (iv) have the  
4 United States District Court withdraw the reference in any matter subject to mandatory or  
5 discretionary withdrawal, (v) any and all rights, claims, actions, defenses, setoffs, recoupments or  
6 remedies to which the 35<sup>th</sup> DAA is or may be entitled under agreements, in law or in equity, all of  
7 which rights, claims, actions, defenses, setoffs and recoupments are expressly reserved hereby,  
8 (vi) the requirements for service of process under Federal Rules of Bankruptcy Procedure 7004  
9 and 9014, or (vii) the requirements for service of an objection to claim under Federal Rule of  
10 Bankruptcy Procedure 3007, all of which rights, claims, actions, defenses, setoffs, and  
11 recoupments the 35<sup>th</sup> DAA expressly reserves; or

12 c. waiver of any objections or defenses that the State of California, the 35<sup>th</sup>  
13 DAA or any other agency, unit or entity of the State of California may have to this Court's  
14 jurisdiction over the State of California, the 35<sup>th</sup> DAA or such other agency, unit or entity based  
15 upon the Eleventh Amendment to the United States Constitution or related principles of sovereign  
16 immunity or otherwise, all of which objections and defenses are hereby reserved.

17 Dated: May 16, 2019

Respectfully submitted,

18 XAVIER BECERRA  
19 Attorney General of California  
20 MARGARITA PADILLA  
Supervising Deputy Attorney General

21 By: /s/ Paul J. Pascuzzi  
22 STEVEN H. FELDERSTEIN  
23 PAUL J. PASCUZZI  
24 FELDERSTEIN FITZGERALD  
25 WILLOUGHBY & PASCUZZI LLP  
26 Attorneys for California  
27 35<sup>th</sup> District Agricultural Association  
28

1 **PROOF OF SERVICE**

2 I, Lori N. Lasley, declare:

3 I am a resident of the State of California and over the age of eighteen years, and not a  
4 party to the within action; my business address is 400 Capitol Mall, Suite 1750, Sacramento, CA  
5 95814. On May 16, 2019, I served the within documents:

6 **35<sup>th</sup> DISTRICT AGRICULTURAL ASSOCIATION OBJECTION TO**  
7 **TRANSFER OF CLAIM OTHER THAN FOR SECURITY [DKT NO. 1671]**

8 By Electronic Service via CM/ECF.

9 And

10 By Electronic Service on

11 Edwin Camson, Claims Administrator, Drum Capital Management – [camson@drumcapital.com](mailto:camson@drumcapital.com)

12 And

13 By First Class Mail on

14 Edwin Camson, Claims Administrator  
15 Drum Capital Management  
16 P.O. Box 669  
17 Smithtown, NY 11787

18 Vendor Recovery Fund IV, LLC  
19 Attention: Officer, Director, or Managing Agent  
20 P.O. Box 669  
21 Smithtown, NY 11787

22 I am readily familiar with the firm's practice of collection and processing correspondence  
23 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same  
24 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on  
25 motion of the party served, service is presumed invalid if postal cancellation date or postage  
26 meter date is more than one day after date of deposit for mailing in affidavit.

27 I am employed in the office of a member of the bar of this court at whose direction the  
28 service was made. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 16, 2019, at Sacramento, California.

/s/ Lori N. Lasley  
Lori N. Lasley

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA**

In re: Pacific Gas and Electric Company, Case No. 19-30089  
Jointly Administered Under  
PG&E, Case No. 19-30088

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(1), Fed. R. Bankr. P., of the transfer, other than for security, of the claims referenced in this evidence and notice.

**Vendor Recovery Fund IV, LLC**

Name of Transferee

Name and address where notice to transferee  
should be sent:

Vendor Recovery Fund IV, LLC  
PO Box 669  
Smithtown, NY 11787

Phone: (631) 791-5015

**35th District Agricultural Assn**

Name of Transferor

Amount of Claim:

Scheduled: \$ 850.00

Proof of Claim:

Date Claim Filed:

Address of Transferor:

35th District Agricultural Assn  
900 Martin Luther King Jr Way  
Merced, CA 95341-6053

Last Four Digits of Acct #: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

Name and Address where transferee payments  
should be sent (if different from above):  
SAME AS ABOVE

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /S/ EDWIN K. CAMSON Date: 4/25/2019  
Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

## ASSIGNMENT OF CLAIM

35th District Agricultural Assn, a \_\_\_\_\_ organized under the laws of the State of CA having offices at 900 Martin Luther King Jr Way, Merced, CA 95341-6053 ("Assignor"), for good and valuable consideration in the amount of \_\_\_\_\_ the "Purchase Price"), does hereby absolutely and unconditionally sell, transfer and assign unto Vendor Recovery Fund IV, LLC a New York Limited Liability Company, with offices at PO Box 669 Smithtown NY 11787, its successors and assigns ("Assignee"), all rights, title and interest in and to the claim of Assignor (the "Claim") against Pacific Gas and Electric Company, Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Northern District of California (the "Court"), Case No. 19-30089 ("Debtor"), in the amount of not less than \$ 850.00 and all rights and benefits of Assignor relating to the Claim, including without limitation any interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, cure payments, instruments and/or other property which may be paid or issued in satisfaction of the Claim.

A Proof of Claim in the amount of \$ 850.00 HAS (HAS NOT) (circle one) BEEN DULY AND TIMELY FILED in the Proceedings. If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor represents and warrants that the Claim is a valid general unsecured trade claim against the Debtor. The Claim reflected in the Debtors most recent Schedules of Liabilities in the Proceedings is \$ 850.00, that no payment has been received by Assignor or on behalf of Assignor, in full or partial satisfaction of the Claim; that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part; that Assignor owns and has sole title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever.

In the event all or any part of the Claim is disallowed in the Proceedings for any reason whatsoever, Assignor shall make immediate restitution and repayment of the proportional Purchase Price equal to the Purchase Price times the ratio of the amount of the disallowance divided by the Claim Amount ("Restitution Payment"), no later than ten (10) business days after receiving a written demand from Assignee notifying of such disallowance. Such Restitution Payment shall be made together with interest, calculated at the rate of five (5%) percent per annum, from the date of Assignor's execution of this Agreement until the date that such Restitution Payment is received by Assignee. Assignor further agrees to reimburse Assignee for all losses, costs, and expenses, including reasonable legal fees and costs, incurred by Assignee as a result of Assignee's enforcement of its rights under this paragraph.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as Assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instruments and/or any other property including cure payments, shall constitute property of Assignee to which Assignee shall have an absolute right, and that Assignor will hold such property in trust and will promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal Court located in the State of New York.

Assignor hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned Assignor has duly executed this Assignment of Claim by its authorized representative this 19 day of April 2019.

Becky C. Peters  
AUTHORIZED SIGNATURE

becky.c.peters@countyofmerced.com  
E-MAIL ADDRESS

Becky C. Peters, Business Assistant  
PRINT NAME / TITLE

209 722 1507  
PHONE NUMBER